

1. **PARTIES**

The Montana Department of Corrections (DEPARTMENT) and Western Montana Mental Health Center (CONTRACTOR) enter into this Contract (07-005-MSP). The parties names, addresses, and telephone numbers are as follows:

Montana Department of Corrections
Montana State Prison
1539 11th Avenue
PO Box 201301
Helena, MT 59620-1301
(406) 444-3930

**Western Montana Mental Health Center
T-9
Fort Missoula, MT 59804
(406) 728-6870**

DEPARTMENT AND CONTRACTOR, AS PARTIES TO THIS CONTRACT AND FOR THE CONSIDERATION SET FORTH BELOW, AGREE AS FOLLOWS:

2. **DUTIES/RESPONSIBILITIES OF THE CONTRACTOR**

- A. CONTRACTOR agrees to provide DEPARTMENT with a maximum of one hundred and eighty (180) hours of service, per week, by properly trained and licensed mental health professionals. Each provider must be a licensed clinical professional counselor, masters prepared psychologist, masters prepared social worker, or be license eligible in two years. Services will be provided at the Montana State Prison (MSP) located in Deer Lodge, Montana and will include the following:
- 1) Mental health evaluations and case management which include screening;
 - 2) Clinically indicated individual and group psychotherapeutic services;
 - 3) Emergency mental health services, and on a rotation basis, on-call services;
 - 4) Timely, accurate, and thorough documentation of all mental health services, to include computerized input of said data/documentation;
 - 5) Administrative leadership, program development and coordination in order to ensure coverage for all mental health services and increase the continuity of mental health services to the prescribed inmate population;
 - 6) Professional consultation to administrative, managerial, and correctional staff; and
 - 7) Assistance with development of mental health records sharing standards for the Department. These standards must meet both ethical and legal standards of the mental health profession.
 - 8) Other mental health services as requested by DEPARTMENT.
- B. CONTRACTOR agrees to provide DEPARTMENT with a properly trained, bachelor's level adult case manager for a maximum of forty hours (40) of service per week. Services will be provided at MSP. CONTRACTOR agrees to:
- 1) Provide services within the prison in preparation for inmate discharge;
 - 2) Coordinate necessary specialized services, including psychiatric, psychological, medical, educational and housing based on the needs and desires of the inmate;

- 3) Assist in developing and implementing realistic, effective discharge planning, and advocate for the inmates appearing before the Board of Pardons;
- 4) Facilitate inmate access and utilization of natural community resources, including access to the Department of Public Health and Human Services (DPHHS) Mental Health Services Plan;
- 5) Educate inmates, family members and community resource persons concerning mental illness, medication and related issues; and
- 6) Actively develop a working relationship with in-house and community resources and individuals in order to facilitate services for clients.

C. Supervision, Chain of Command, and Additional General Requirements

CONTRACTOR'S professional staff will work closely with other members of the mental health team in order to affect a quality, multi-disciplinary, mental health program. Therefore, each professional must receive continuing approval from the Chief of Psychological Services confirming that the professional is providing mental health services in accordance with generally accepted professional standards and the Contract terms and conditions. CONTRACTOR agrees to meet standards of care endorsed by DEPARTMENT, including standards outlined by the national Commission on Correctional Health Care and any additional standards set forth by DEPARTMENT. CONTRACTOR will ensure DEPARTMENT has representation in the interview and selection of mental health professionals, prior to their providing services to DEPARTMENT under this Contract. Any candidates for the aforementioned defined positions will be subject to a DEPARTMENT provided background security check prior to providing services to DEPARTMENT. CONTRACTOR further acknowledges DEPARTMENT'S right to request professionals be removed from the Contract, with or without just cause, and replaced in a timely manner.

D. Training

Each professional is required to participate in a training program, provided by DEPARTMENT, to ensure they are familiar with emergency and operational protocol of Montana State Prison. CONTRACTOR will be compensated at the rate listed herein. The training hours will be considered part of the 180-service hours that are to be provided to DEPARTMENT.

E. Weekly Duties

1. Meetings

As is necessary, or as requested, CONTRACTOR shall meet with 1) assigned unit managers; 2) Mental Health staff; 3) Mental Health Unit (MHU) staff; and 4) on-site supervisor.

2. Unit Designation System

Work closely with the security team in creating and implementing a behavior management plan for all inmates so identified, regardless of their mental health diagnosis. Provide other duties, as requested, such as professional assistance as a member of the critical incident/hostage negotiation team.

3. On-Call Services

On a rotation basis with other mental health workers at MSP, CONTRACTOR will be assigned on call responsibility to provide emergency evaluations and management. These hours will not be applied toward the 180-hour/week of services.

4. Reception Mental Health Evaluations

CONTRACTOR must become familiar with the screening process utilized at MSP and provide all levels of screening, as appropriate.

5. Group Treatment

In order to maximize resources while providing a psychotherapeutic model of treatment, CONTRACTOR will place an emphasis on provision of group therapy. CONTRACTOR will also participate in group design and treatment planning. In addition, CONTRACTOR is expected to assign each professional providing service under this contract to facilitate not less than four (4) mental health groups per week. CONTRACTOR will provide each group participant with a clinical note after each session.

6. Individual Treatment

Of limited duration and as staffing permits, individual therapy will be provided to those clients identified by the multi disciplinary staffing team as likely to benefit from this treatment modality.

7. Documentation (notes and logs)

Each service provider will actively participate in multi disciplinary staffing of all individuals on their case load and provide progress reports as requested by the Mental Health Director.

8. Continuous Quality Improvement (CQI)

Each service provider must actively participate in the DEPARTMENT'S Continuous Quality Improvement process in data assessment and implementation of recommendations resulting from this process. In addition, they will complete intake reports, progress reports, discharge reports, contact notes, and utilization logs.

3. COMPENSATION/BILLING

On a monthly basis, CONTRACTOR will submit an invoice to the Chief of Psychological Services, located at MSP. The invoice shall include a detailing of the actual number of contracted service hours provided during that month. DEPARTMENT shall compensate CONTRACTOR for successful delivery of the services provided pursuant to Section 2 in the following manner:

- A. Services provided by the licensed clinical professional counselors will be compensated at the rate of thirty-two dollars and 50/100 (\$32.50) per hour, not to exceed 180 hours per week, unless approved in advance by the Chief of Psychological Services.
- B. Services provided by the adult case manager's will be compensated at the rate of twenty-six dollars (\$26.00) per hour, not to exceed 40 hours per week.

- C. Total compensation paid to CONTRACTOR under the terms of this Contract will not exceed three hundred fifty eight thousand two hundred eighty dollars (\$358,280.00) per year. The total compensation is based on CONTRACTOR furnishing 4.5 full-time professional counselors, collectively providing 180 hours of service per week at MSP.
- D. DEPARTMENT agrees to pay CONTRACTOR within 30 business days following receipt of a correct invoice.
- E. DEPARTMENT may withhold payments to CONTRACTOR if CONTRACTOR has not performed in accordance with the terms of this Contract.
- F. The Contract number must be referenced on all invoices and correspondence pertaining to this Contract.

4. AGENCY ASSISTANCE

To the extent possible, CONTRACTOR shall use its own facilities and equipment in providing the services set forth in Section 2. However, the parties recognize that services provided to DEPARTMENT will occur within the confines of a secure correctional facility necessitating the use of DEPARTMENT facilities and equipment including, but not limited to, access to inmate records, work space within a correctional facility, and telephone service (e.g., Montana State Prison and Montana Women's Prison do not allow wireless phones within facility).

5. TIME OF PERFORMANCE

This Contract shall take effect on July 1, 2006 and shall terminate on June30, 2007, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for a period not to exceed a total of five (5) additional years.

Upon expiration of this Contract, and in the absence of a new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Contract is signed.

6. LIAISONS AND NOTICE

- A. Drew Schoening (846-1320 ext. 2266) 500 Conley Lake Road, Deer Lodge, MT 59722 or successor serves as DEPARTMENT'S liaison.
- B. Paul Meyer (728-6870) T-9, Fort Missoula, MT 59804 or successor serves as CONTRACTOR'S liaison.
- C. All notices and invoices required in this Contract shall be in writing, properly addressed to the liaison in (A) and (B) above, mailed first-class, postage prepaid. All notices sent via U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

7. OWNERSHIP AND PUBLICATION OF MATERIALS

All materials CONTRACTOR develops or utilizes (i.e., reports, spreadsheets, etc.) in performing the services set forth in Section 2 above shall be the sole property of DEPARTMENT.

8. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Neither CONTRACTOR nor its employees are employees of the State. In accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA, Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana. CONTRACTOR shall provide proof of compliance in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and maintain such insurance, exemption, or corporate officer status for the duration of the contract. CONTRACTOR shall submit a copy of all renewals of expired insurance and exemptions to: Department of Corrections, Fiscal Bureau, Attn: Contracts Manager, PO Box 201301, Helena, MT 59620-1301.

9. HOLD HARMLESS AND INDEMNIFICATION

CONTRACTOR agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of CONTRACTOR'S employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omission of CONTRACTOR and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

10. INSURANCE

- A. **PROFESSIONAL LIABILITY:** CONTRACTOR shall purchase and maintain professional liability insurance during the term of this Contract. Coverage shall be at a minimum of \$500,000 combined single limit per occurrence with a \$1,000,000 annual aggregate single limit per occurrence.
- B. **GENERAL LIABILITY:** CONTRACTOR shall be required to maintain general liability occurrence coverage for bodily injury, personal injury, and property damage at a minimum of \$1 million combined single limit per occurrence with a \$2 million annual aggregate single limit per occurrence.
- C. CONTRACTOR shall name the State of Montana, its officers, officials, employees and volunteers, as an additional insured and provide appropriate copies of endorsements and certificates of insurance prior to the commencement of services under this Contract. Insurance coverage shall be primary insurance as respects the state, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the state, its officers, officials, employees, or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf.
- D. CONTRACTOR'S insurer must provide DEPARTMENT with 30 days written notice prior to the policy expiration date of insurance's required under this Contract.

11. ACCESS AND RETENTION OF RECORDS

CONTRACTOR agrees to provide DEPARTMENT, the Legislative Auditor, or their authorized agents with access to any records necessary to determine Contract compliance (Ref. 18-1-118, MCA). CONTRACTOR agrees to create and retain all records supporting the services rendered and/or supplies

delivered for a period of three years after either the completion date of this Contract or the conclusion of any claim, litigation, or exception relating to this Contract taken by the State of Montana or a third party.

12. PUBLIC INFORMATION

CONTRACTOR recognizes that this Contract may be subject to public inspection pursuant to Article 2, § 9 of the Montana Constitution. DEPARTMENT has a limited ability to assert a privacy interest in the subject matter of the Contract particularly with respect to information which is in the nature of a “trade secret” as the phrase is defined in federal law. In any event, CONTRACTOR agrees to hold DEPARTMENT harmless from any injury caused, in whole or in part, by the review of this agreement by an entity authorized to do so pursuant to Article 2, § 9 of the Montana Constitution.

13. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

CONTRACTOR shall not assign, sell, transfer, subcontract or sublet rights, or delegate duties under this Contract, in whole or in part, without the prior written approval of DEPARTMENT. No such written approval shall relieve CONTRACTOR of any obligation of this Contract and any transferee or subcontractor shall be considered the agent of CONTRACTOR. CONTRACTOR shall remain liable as between the original parties to the Contract as if no such assignment had occurred.

14. AMENDMENTS

All amendments to this Contract shall be in writing and signed by the parties.

15. COMPLIANCE WITH LAWS

CONTRACTOR must, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by CONTRACTOR subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, CONTRACTOR agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by persons performing the Contract.

16. TERMINATION AND DEFAULT

- A. DEPARTMENT may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time CONTRACTOR fails to perform as required in this Contract.
- B. Either party may terminate this Contract without cause by providing written notice to the other as described in this paragraph. The party desiring to terminate the Contract shall provide written notice to the other, which notice will establish a termination date not less than 30 days from the date of such notice. The termination of this Contract shall not limit any party’s pursuit of remedies provided in this Contract or otherwise available under the laws of the State of Montana.
- C. DEPARTMENT, at its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.

- D. Failure on the part of either party to perform the provisions of this Contract constitutes default. Default may result in pursuit of a remedy for breach of Contract including, but not limited to, monetary damages or specific performance.

17. CHOICE OF LAW AND VENUE

The laws of Montana govern this Contract. The parties agree that any mediation, arbitration or litigation concerning this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees (Ref. 18-1-401, MCA).

18. LICENSURE

CONTRACTOR agrees to provide copies of current licenses and certifications that register CONTRACTOR and any associates performing under this Contract.

19. INTEGRATION

This Contract contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written Contract, shall be binding or valid. This Contract shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the Contract.

20. SEVERABILITY

A declaration by any court, or any other binding legal source, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.

21. COMPLETED CONTRACT

DEPARTMENT cannot disburse any payments under this Contract until a fully executed original Contract is returned to the Department of Corrections, Contracts and Facility Management Bureau, PO Box 201301, 1539 11th Avenue, Helena, MT 59620-1301.

SIGNATURE

DEPARTMENT

CONTRACTOR

Mike Mahoney, Warden
Montana State Prison

Paul Meyer, Executive Director
Western Montana Mental Health Center

Date

Date

Approved for Legal Content by:

Legal Counsel
Department of Corrections

Date